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-----Original Message-----

From: David Maloof

Sent: Wednesday, February 06, 2008 3:31 PM

To: David Maloof; 'phil.berg@uk.royalsun.com'; 'blombardi@gaic.com'; 'mosorio@msicus.com'; 'johnathan.ohara@xlgroup.com'; 'craig.pearson@ffic.com'; 'thaonguyen@agl.aon.com'; 'priska.hosttetter@baloise.ch'; 'sherry.ortega@thehartford.com'; 'Robert.hawes@Xchanging.com'; 'graham.justice@uk.royalsun.com'; 'bcdaniels@travelers.com'; 'patricia.quinn@tmclaimsservice.com'; 'richard.bragg@tmclaimsservice.com'

Subject: FW: AAA No. 75 174 423 07 - Boeing Underwriters v. TMC and Yellowstone -- without prejudice

Phil et.al. - fyi, see below.

We are trying for mediation dates in March.

Sincerely,

David T. Maloof

Maloof Browne & Eagan LLC

411 Theodore Fremd Avenue

Rye, New York 10580

Telephone (914) 921-1200

Fax (914) 921-1023

E-Mail: dmaloof@maloofandbrowne.com <<mailto:dmaloof@maloofandbrowne.com>>

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-----Original Message-----

From: David Maloof

Sent: Wednesday, February 06, 2008 3:27 PM

To: David Maloof

Cc: 'dennis.denny@bradshawlaw.com'; Thomas Eagan

Subject: RE: AAA No. 75 174 423 07 - Boeing Underwriters v. TMC and Yellowstone -- without prejudice

Dear Mr. Denny,

EXHIBIT H

Reviewing the TMC-Yellowstone contract, it appears that effective June 1, 2006 -- two weeks before the loss in question -- Yellowstone was replaced as the Boeing service provider by TMC.

It further appears that notwithstanding this change Ms. Betty Messner, as an employee of Yellowstone, picked up the cargo in question.

Given the contractual change, Yellowstone would under no circumstances now be permitted to retroactively assert that it is entitled to be reinstated as a party to the Boeing-TMC contract.

As for the Boeing-Yellowstone bill of lading, any limitation in that document is invalid in it fails to provide a space to declare a higher value.

Notwithstanding that Yellowstone is not a party to the mediation agreement, it may be useful to have this issue presented in the mediation as well.

In advance of the mediation, so as to maximize its usefulness, please provide us with the following:

1. Written evidence such as employment contracts demonstrating which company, TMC or Yellowstone, were Ms. Messner's and her husband Michael Messner's actual legal employers. Also, their complete personnel files.
2. Written evidence in the form of all driving records for a one month period prior to the loss which would show Ms. Messner and her husband's hours of service so that we can determine if they were driving legally or illegally when she fell asleep. Also, all investigation reports or statements by them re the accident.
3. Written evidence of who gave Ms. Messner the erroneous instruction that the Boeing engines had to be delivered in 48 hours when the actual delivery time was 72 hours, which in turn induced her to rush the trip and to drive while fatigued (as to which offense she was criminally charged on 6/13/06 and plead guilty on 6/26/06.)

We would like to have these documents by the end of this month.

Please also provide the contact details for the liability insurers now becoming involved and their counsel. I understand that the policy is \$ 1 million; please advise if that is correct and is there any excess insurance? Also, does the policy cover TMC, Yellowstone or both?

Thank you.

Sincerely,

David T. Maloof
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